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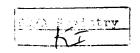


# Administrator General Services Administration Washington, DC 20405

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December 23, 1985

Honorable William J. Casey Director Central Intelligence Agency Washington, DC 20505



Dear Mr. Casey:

As part of the President's initiative to improve real property management, the General Services Administration (GSA), in concert with the Office of Management and Budget's direction, is delegating real property management authorities to agencies housed in single tenant Government-owned and -leased buildings nationwide. The authorities to be delegated are: (1) building management and operations for Government-owned buildings; and (2) lease management for leased buildings.

Under this program, your agency would control the operations, establish priorities and implement innovative buildings management initiatives for all buildings where you are a single tenant.

In Government-owned buildings, this would include responsibility for operations, maintenance, guard services, recurring repairs and alterations. In leased buildings, your agency becomes the contracting officer's on-site representative for management of the lease to ensure compliance with the terms and conditions. These functions involve the day-to-day matters relating to building services, including the initial actions to enforce the lease. All repair and alteration projects, whether for Government-owned or -leased buildings, having an estimated value of \$50,000 or more must have prior review and approval by GSA.

Since the standard level of service will be funded through the Federal Buildings Fund, GSA will transfer appropriate direct and support resources (FTEs and funds), operating equipment and supplies, and records associated with the delegated building(s). FTE transfers to be encumbered will be identified prior to the effective date of the delegation to ensure that GSA employeer not adversely affected by this program. After the initial delegation, you would submit a standard level building

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budget request to GSA. At the beginning of the fiscal year, GSA will transfer the appropriate funds to your agency. Funding for services required above the standard level provided by GSA should be obtained through your appropriation process. We have enclosed a standard agreement which delineates the specific functions to be delegated.

GSA will assist you in this new direction. We will provide technical support, training and reimbursable services that were available prior to your assuming the delegation. We will oversee the delegation to ensure the building and its systems are being operated in a satisfactory manner.

Our target for accomplishing this initiative is to begin delegating facilities in January, concentrating on major locations first with the goal of completing all delegations by September 30, 1986. In the spirit of working jointly towards these commitments, please advise us within 30 days of the date of this letter of the buildings, locations, target dates for effecting delegations and your local contact so our regional offices may complete the necessary pre-delegation arrangements. Additionally, please designate a headquarters contact to work with us in coordinating this program at the national level. Questions regarding the program should be referred to Ms. Yvonne Jones, 566-1144.

Your support and cooperation in this important Administration initiative are appreciated.

Sincerely,

Terence C. Golden

Enclosures



#### DELEGATION OF AUTHORITY

FROM: The Administrator of General Services

TO:

#### 1. Authority:

Under Section 205(d) of the Federal Property and Administrative Services Act of 1949, as amended, the Administrator of General Services hereby delegates and authorizes successive redelegations of authority identified herein within stated limitations to the \_\_\_\_\_\_ (hereinafter referred to as "Agency").

#### 2. Authorities Delegated:

Authorities vested in the Administrator by Reorganization Plan No. 18 of 1950, the Federal Property and Administrative Services Act of 1949, as amended, the Public Buildings Act of 1959, and the Public Buildings Amendment of 1972, to perform functions with respect to the operation, maintenance, repair, preservation, alteration, and protection of the building(s) identified in Appendix I are hereby delegated without limitation except as specified herein or required by law, executive order, or regulation promulgated pursuant to law. Unless modified, waived or superseded by provisions contained in this delegation, all provisions contained in Public Laws and in the Federal Property Management Regulations (FPMRs), Subchapter D, as amended, applying to the General Services Administration (GSA) pertaining to the operation, maintenance, repairs, alterations, protection, and administration of buildings and grounds under the authority and control of GSA apply to the Agency. Any conflicts or disputes pertaining to the interpretation of this provision and/or application of FPMR requirements will be settled in accordance with Paragraph 6 of this delegation.

#### 3. Coordination:

Unless specified otherwise, all data transmittals, approval requests, and required reports are to be submitted to the appropriate Assistant Regional Administrator for Public Buildings and Real Property (hereinafter referred to as "GSA"), who is responsible for all operational coordination between the Agency and GSA program offices. The Agency

shall designate to each regional GSA the official(s) responsible for coordination of all building delegation activities for the respective buildings. GSA will notify this official prior to any inspections.

#### 4. Resources Management:

#### A. Funding for Building Operations:

- (1) The Agency will continue to pay the full Standard Level User Charge (SLUC). During the first quarter of each fiscal year, the GSA, Central Office, will effect a funds transfer to the Agency headquarters to provide for the delegated operational and repair responsibilities. The amount transferred will be in accordance with authorized funding levels for the operation and repair of delegated buildings which will approximate the amount that would otherwise have been allowed GSA for accomplishing the delegated functions.
- (2) The procedure for determining the initial funding level is shown in Appendix II, Figure A. The amount(s) to be transferred is shown in Appendix II, Figure B. If the delegation is effected after the start of a fiscal year, the amount(s) transferred will be adjusted accordingly.
  - (3) In subsequent fiscal years, the Agency will submit an estimate and appropriate justification to GSA, Central Office, for funds transfer in accordance with a GSA, Central Office, budget call to be issued at least 18 months prior to the beginning of the fiscal year. GSA, Central Office, will incorporate the appropriate standard level requirements within its annual budget submission to OMB.
- (4) Should actions be taken by Congress or OMB which increase or decrease the funds available to GSA for building operation and repair, GSA, Central Office, will make a proportionate increase or decrease in the amount available to the Agency, consistent with Congressional/OMB intent in making the increase/decrease.

#### B. Resources to be Transferred:

- (1) The delegated building(s) and associated equipment, supplies, and records shall be transferred to the Agency in their existing condition. No additional funding will be transferred in excess of normal operating funds outlined in Paragraph 4.A., above. However, projects underway as detailed in Paragraph 5.D(7) and (8) will be completed by GSA at GSA expense.
- (2) With the approval of the Director, Office of Management and Budget, as indicated below, and as required by Section 205(f) of the Federal Property and Administrative Services Act of 1949, this delegation further provides for the transfer of appropriate direct and support FTE ceiling positions allocated to the building(s) by GSA. The total number of FTE positions to be transferred is hown in Appendix III, Figure A, Encumbered FTE positions to be transferred will be identified at least 45 days prior to the effective date of the delegation and provided to the Agency.
- (3) All shop equipment, tools, and cupboard stock to be transferred to the Agency are listed in Appendix III, Figure B.

#### C. Financial Accounting Requirements:

The Agency shall submit, quarterly, a cost accounting statement prepared in the format shown in Appendix IV, Figure A. Definitions of the functions are contained in Appendix IV, Figure B. Object class definitions are prescribed in OMB Circular A-11. The cost accounting statement should be prepared on an accrual basis reflecting the costs of goods or service received during the period as provided for in the Budget and Accounting Procedures Act of 1956 (P.L. 863). An appropriate Agency financial officer shall certify that this statement is complete and accurate.

#### D. Personnel Reporting Requirements:

The Agency shall submit, quarterly, a report of personnel resources expended, prepared in the format shown in Appendix IV, Figure C. The Agency's designated official identified under Paragraph 4.C of this delegation shall certify that this report is complete and accurate.

#### E. Records:

- (1) The Agency may have access to all historical records retained by GSA which pertain to the operation of the delegated building(s).
- (2) The Agency shall maintain program and financial records of all delegation-related activities. The documentation shall be maintained and retired consistent with the regulations prescribed by the National Archives and Records Administration or the Comptroller General, as appropriate.

#### 5. Program Responsibilities and Limitations:

This paragraph contains, by program areas, definitions and agency responsibilities and limitations pertaining to the delegation. In leased buildings, the requirements of paragraphs 5.A through H apply only to the extent that the respective requirements are not the responsibility of the lessor under the terms of the lease agreement. GSA reserves the right to inspect the delegated building(s) and any Agency records pertaining to this delegation at any time during the term of the delegation.

#### A. Cleaning:

The Agency is responsible for establishing a cleaning and grounds maintenance program to provide a healthful and attractive environment, and to preserve and protect interior finishes and landscaping. This program shall include janitorial services, pest control, trash removal, landscape maintenance, snow removal, and the like.

#### B. Operation and Maintenance:

(1) All mechanical, electrical, and utility systems in the delegated building(s) shall be operated in accordance with energy conservation guidelines contained in FPMR 101-20.116. All available architectural, structural, mechanical, and electrical drawings for the delegated building(s) and its operating systems are listed in Appendix V. Figure A.

- The Agency is responsible for establishing a preventive maintenance (PM) program for all building operating equipment. Establishment of such a program will require a complete inventory of the equipment to be maintained, with identification of maintenance to be performed and frequencies. Maintenance shall be done in accordance with industry, manufacturers, or GSA standards. The proposed PM program must be submitted to GSA for approval within 120 days following the effective date of this delegation. All PM must be performed in accordance with the approved program. Records of PM accomplishment must be maintained and are to be made available to GSA for inspection.
- (3) Responsibility for the maintenance, recurring repair, alarm monitoring, and telephone line charges for fire and water flow alarm systems installed in the delegated building(s) will be as follows:
  - (a) In the NCR, GSA will retain responsibility and the Agency shall reimburse GSA for the cost of such work (see Appendix V, Figure B).
  - (b) Outside the NCR, responsibility will be transferred to the Agency, unless systems are remoted to a central monitoring station, in which case the provisions of Paragraph 5.B.(3)(a) will apply.

#### C. Utilities:

- (1) The Agency must develop an energy management and conservation plan to attain the goals of Executive Order 12003 and the National Energy Conservation Policy Act, and in accordance with appropriate FPMRs.
- Beginning with the effective date of this delegation, the Agency shall be responsible for payment of all utility and fuel bills (including natural gas, coal, steam, chilled water, oil, electricity, and water/sewage). GSA and the Agency will jointly notify the responsible utility companies of the transfer of billing at least 10 work days prior to the effective date of the delegation. The Agency shall submit copies of all utility bills, including inter-agency billings, to GSA within ten (10) work days of receipt.

- (3) In delegated building(s) receiving steam or chilled water from another GSA-operated or -delegated facility (see Appendix VI, Figure A), the receiving agency shall reimburse the supplying agency on a quarterly basis for the cost of producing the utility. The steam rate(s) is shown in Appendix VI, Figure A; the cost of providing chilled water will be determined on the basis of meter readings from BTU meter(s) in the supply line(s), applied to the formula provided in Appendix VI, Figure B. The supplying agency will be responsible for furnishing, installing, calibrating, repairing, and replacing the meter(s). The supplying agency will also be responsible for computing the quarterly cost(s) and for billing the receiving agency.
- (4) The receiving agency in Paragraph (3), above, will be responsible for reading all utility meters on a monthly basis and forwarding readings to the supplying agency within 10 days following the end of each month.
- (5) The supplying agency in Paragraph (3), above, is entitled to verify meter readings and make utility billing adjustments, as appropriate.
- (6) The Agency shall be responsible for the maintenance and for recurring repairs of all electrical transformers and high tension switchgear. The Agency shall also be responsible for complying with the EPA's Final Rule on Polychlorinated Biphenyls (PCBs) in electrical transformers (40 CFR Part 761), as published in the Federal Register on July 17, 1985. GSA shall be responsible for replacement or retrofill of electrical transformers containing PCBs; and disposal of PCB-contaminated materials or equipment.
- (7) In those buildings where GSA is currently participating in a load curtailment program with the local utility company, (see Appendix VI, Figure C) the Agency shall take all required actions to implement the load curtailment plan. Failure by the Agency to respond to a load "curtailment signal within prescribed time limits will result in a penalty charge being assessed to the Agency by the utility company.

GSA will provide the Agency with a detailed curtailment plan for each building which is included in a load curtailment program.

#### D. Repairs and Alterations:

- (1) Repairs and alterations consist of all repair or alteration projects costing \$10,000 or more, including material, labor, design, and supervision costs, and all cyclic painting regardless of cost. Projects costing less than \$10,000 are considered operation and maintenance and are included in Paragraph 5.B.
- (2) The Agency shall be responsible for the accomplishment of all recurring repairs and tenant alterations such as those identified in Appendix VII, Figure A, regardless of cost. Where the Agency experiences inordinate or extraordinary recurring repair requirements, the GSA, Central Office, will consider requests by the Agency for additional recurring repair funds. The accomplishment of all non-recurring repairs remains the responsibility of GSA. Examples of non-recurring repairs are identified in Appendix VII, Figure A. In the case of a dispute, GSA will make the determination as to whether a repair is recurring or non-recurring.
- (3) The Agency shall maintain project and financial records of all completed recurring repairs and alterations costing \$10,000 or more, in accordance with the provisions of Paragraph 4.E.
- (4) All repairs and/or alterations having an estimated value of \$50,000 or more, or which will result in a change in the classification of space, must have prior review and approval of GSA.
  - (a) The request for review and approval of the project will be submitted to GSA as early in the planning process as possible, but in no event less than 60 calendar days prior to the planned issuance of a solicitation or request for proposal to accomplish the proposed work. This request must be made in writing, and shall be accompanied by narratives, plans,

drawings, or schematics sufficiently detailed to allow GSA to evaluate the scope of the project and its impact on the building structure or systems.

- (b) GSA will respond to the request within ten working days after receipt. If a technical review is either required by GSA or requested by the Agency, GSA will advise the Agency of the estimated date the technical review will be completed. GSA will keep the Agency informed of the progress of the technical review, and the Agency may not proceed without written GSA approval.
- (c) Upon completion of any approved work, the Agency shall submit as-built drawings showing all changes made to the building(s) as a result of the work.
- (5) The Agency shall notify GSA of any foreseeable or required non-recurring repairs, as they are identified by the Agency, using the format provided in Appendix VII, Figure B. For budgetary purposes, non-recurring repairs must also be prioritized and submitted to GSA at least 18 months prior to the fiscal year in which the work is requested, along with any studies, surveys, or other data which verifies the need for the requested repairs. GSA will notify the Agency within 10 working days as to whether or not the project qualifies, by definition, as a nonrecurring repair; and of GSA's schedule to conduct a technical review and make a final determination relative to the validity of the project and programming, if appropriate. Once approved for programming, GSA will notify the Agency, on a fiscal quarterly basis, of its status throughout the life of the project.
- (6) If, at any time during the term of this delegation, GSA determines that a prospectus is required, the Agency is responsible for providing GSA with any information GSA deems necessary for the preparation of the prospectus.
- (7) GSA shall complete any recurring repairs or tenant alterations under construction by GSA on the effective date of this delegation (see Appendix VII, Figure C). Any recurring repair projects in the design phase will be completed through design

and turned over to the Agency, if the project is not included in the GSA appropriation (see Appendix VII, Figure D). If the project being designed is included in GSA appropriations, GSA will complete the project (see Appendix VII, Figure D).

- (8) Surveys and studies in progress on the effective date of this delegation shall be completed by GSA (see Appendix VII, Figure E). Accomplishment of the recommendations of these surveys and studies will be the responsibility of the appropriate Agency, in accordance with Paragraph 5.D.2.
- (9) Recurring repairs identified, but for which design has not begun by the date of execution of this delegation, shall be the responsibility of the Agency (see Appendix VII, Figure F).
- (10) Appendix VII, Figure G, lists those delegated buildings that are either on, eligible, or potentially eligible for the National Register of Historic Places. The Agency is responsible under the National Historic Preservation Act of 1966, as amended (Public Law 89-665), and Executive Order 11593, to review all repair, maintenance, alteration, and restoration work with the appropriate state historic preservation office and with the Advisory Council on Historic Preservation. The procedure for review by the state historic preservation office and the Advisory Council is contained in the Federal Register, Volume 44, No. 21 (Tuesday, January 30, 1979). Before contacting these organizations, the project must be approved by GSA's Regional Historic Preservation Officer.
- (11) All Agency-accomplished repairs and alterations shall conform to FPMR and GSA fire and lifesafety criteria and physically handicapped accessibility provisions.
- (12) All alterations or repairs to areas containing asbestos shall be accomplished in accordance with GSA/EPA-approved procedures, a copy of which will be provided separately. A list of locations

- with identified asbestos will also be provided separately. Any other locations containing asbestos identified by the Agency shall immediately be reported, in writing, to GSA.
- (13) GSA will provide design, supervision, management, and inspection services upon request by the Agency, on a reimbursable basis, for repairs and alterations which are the responsibility of the Agency under the terms of this delegation.
- (14) (NCR only) The Central Support Field Office will continue to be available to perform repair and alteration work in the delegated building(s) on a reimbursable basis. The field office shops include roofing, stone masonry, moving, and refrigeration, and can provide services in these areas. The GSA Sign Shop is also available on a reimbursable basis for the fabrication of name plates, office identification signs and numbers, traffic control signs. etc.
- (15) (NCR only) The GSA Alterations Work Groups, which perform space alterations on a reimbursable basis for GSA field offices, will be available to the Agency to perform alterations work in the delegated building(s) on a reimbursable basis.

#### E. Protection:

- (1) GSA will retain responsibility for mobile patrols, response to incidents and requests for assistance, investigations of criminal activities occurring within the delegated building(s) (these investigations will be coordinated with the Agency's Inspector General or other designated security personnel; information may be shared in accordance with applicable Federal statutes). GSA will also retain responsibility for security clearances and suitability determinations for contract guards and cleaners, physical security surveys, crime prevention assessments, and crime prevention awareness presentations.
- (2) Security systems now installed in the delegated building(s) will be transferred to the Agency. A list of such security systems is provided in Appendix VIII, Figure A. Responsibility for all

maintenance, recurring repairs, alarm monitoring, and telephone line charges will be assumed by the Agency.

- (3) The Agency may provide guard services for the delegated building(s), its contents, and its occupants by contract.
- (4) In the event of an emergency situation (i.e. riots, demonstrations, etc), where capability exists, GSA will provide Federal Protective Officers to augment existing contract personnel.
- (5) All criminal incidents or other incidents of a serious nature resulting in personal injury occurring within the delegated building(s) must be reported to GSA in the formats provided in Appendix VIII, Figures B and C. GSA reserves the right to investigate any fire or accident on the premises.
- (6) All building protection and safety activities must be accomplished in accordance with pertinent FPMR and GSA fire and safety criteria.
- (7) GSA will conduct periodic fire and facility safety and health inspections in the delegated building(s). Remedial actions necessary to correct any deficiencies identified by GSA will be undertaken by the appropriate agency, in accordance with the provisions of Paragraph 5.D(2) of this delegation. Pending GSA fire and lifesafety inspection reports are included in Appendix VIII, Figure D, along with a list of required remedial actions.
- (8) GSA will provide, where the capability exists, the following reimbursable services when requested by the Agency:
  - (a) Design, installation, maintenance, and repair of security systems;
  - (b) Central station monitoring and notification of designated Agency personnel of emergency situations for only those systems installed, maintained, and repaired by GSA on a reimbursable basis;

- (c) Testing and firearm certification; and
- (d) On-site monitoring of contract guards.

#### F. Concessions:

Administration of all concessions activities will remain the responsibility of GSA.

#### G. Contracts

- (1) Consistent with GSA operating procedures, the Agency will continue to use GSA district-wide or other multi-building contracts for such services as cleaning, mechanical operation and maintenance (0&M), landscaping, protection, security systems, trash removal, etc., until the subject contract expires. Prior to the effective date of the delegation, the Agency shall designate, in writing, all individuals who will act as Contracting Officer's Representatives for these contracts. GSA will prorate the distribution of contract costs between GSA and the Agency. Where extant, contracts will be listed in Appendix TX and copies of all such contracts will be provided.
- (2) If a single-building service contract is in effect in the delegated building(s) at the time of the delegation, the contract will be transferred to the Agency. Prior to the effective date of the delegation, the Agency shall designate, in writing, all contracting officers who shall be responsible for any existing GSA contracts transferred to the Agency. These designated individuals shall be known as Successor Contracting Officers and shall be identified by the GSA Contracting Officer, in writing, to the contractor. Where extant, contracts will be listed in Appendix IX and all such contracts will be provided.
- (3) If the Agency terminates any of these transferred contracts for any reason after the effective date of this delegation, the Agency shall bear any and all costs of termination, both direct and indirect. Responsibility for these costs shall not be transferable to GSA notwithstanding any errors, omissions, defects, or negligence in the contractor's performance prior to the effective date of this delegation.

- (4) Any contract disputes or appeals remaining unresolved at the time of transfer (see Appendix IX) will be resolved by the GSA Contracting Officer who will render a final decision at the earliest practical date. GSA shall cover the costs of resolution of these disputes or appeals. Any disputes or appeals arising after the time of transfer will be resolved through the Agency's contract review process.
- (5) The Agency will have access to GSA district-wide requirements (term) contracts until the subject contracts expire, provided (1) individual orders citing Agency funds are issued, (2) contractors bill directly to the Agency, and (3) the Agency sends a copy of their procurement order to GSA for informational purposes. The Contracting Officer responsibilities for these contracts will remain with GSA. Prior to the effective date of this delegation the Agency shall designate, in writing, all individuals who will act as Contracting Officer's Representatives for these contracts. A list of all such contracts is contained in Appendix IX and copies of same will be provided.
- (6) As existing GSA-awarded single- or multi-building contracts expire, the Agency will have the responsibility for the preparation of specifications, solicitation of bids, and award of any new or succeeding contracts. GSA will, upon request, provide the Agency with GSA contract specifications and/or guidelines, when available. Subsequent to award, a copy of each contract is to be provided to GSA.
- (7) The Agency may request GSA to perform, on a reimbursable basis, any contract procurement or administration functions which were provided by GSA prior to this delegation. Such requests must be made at least 120 days prior to the start work date of such a contract. A determination will be made by GSA at the time of any such request as to whether such services can be provided based on available resources, GSA workload, and existing GSA priorities.

- (8) All contracting activities shall be accomplished in accordance with Federal Procurement Regulations (FPR), Federal Acquisition Regulations (FAR), and, if a GSA-awarded contract, with GSA Procurement Regulations (GSPR), or General Services Acquisition Regulations (GSAR).
- (9) The Agency may procure supplies and materials from any available GSA sources.

#### H. Assignment and Utilization of Space:

- (1) All space assignments in areas occupied by the Agency (including, but not limited to, office space, special space, and parking) within the delegated building(s) shall be the responsibility of the Agency.
- (2) Space assignments in the delegated building(s) to tenants other than the Agency will remain the responsibility of GSA.
- (3) The Agency must notify GSA of any changes within any space in the delegated building(s) that would affect SLUC billing. Such notifications (including assignment drawings) must be made as soon as an action is completed. Changes that would affect SLUC billing include conversion, reclassification of space as a result of alterations (note requirements in Paragraph 5.D.(4), above), and increases or decrease in space assignments to organizations that have SLUC billing codes.
- (4) The Agency is not authorized to enter into leases to sublet or outlease any of their assigned space; however, GSA may award such an outlease in space identified by the Agency as vacant or otherwise surplus to their needs.
- (5) Where GSA has entered into an outlease agreement in the delegated building(s) or where another federal agency or GSA has been assigned space in the delegated building(s) (see Appendix X), the Agency will assume all building maintenance functions for that space. The Agency will also be responsible for providing reimbursable tenant alterations and other services when requested by such occupants. The terms and conditions of Paragraph 5.D.(4) remain applicable to any work accomplished under this paragraph.

#### I. Lease Management: (Lease Buildings Only)

- (1) The Agency will be responsible for management of the lease contract(s) (see Appendix IX), including periodic inspections to ensure compliance with lease terms, establishment of a register to record all complaints and their resolutions, and written notification to the lessor(s) to take corrective action on items which are included in the lease(s). Prior to the effective date of the delegation, the Agency shall designate, in writing, individuals who will act as Contracting Officer's Representatives for the lease(s).
- (2) The Agency head may not redelegate lease management of a GSA lease outside the Agency.
- (3) In the event of a dispute between the Agency and the lessor(s) concerning any provision of the lease(s), GSA will determine the resolution and issue a Contracting Officer's Final Decision, if appropriate.
- (4) GSA will have the sole authority to authorize rental payments, rental deductions, and modifications to the lease agreement(s).
- (5) The Agency is not authorized to enter into leases for space.
- (6) Tenant Alterations
  - (a) To the maximum extent practicable, Agencies are encouraged to accomplish tenant alterations by competitive procurements. Where not feasible due to restrictions by the lessor(s), negotiated procurements with the lessor(s) shall be in accordance with the following:
    - ( i) Where Unit Price Agreements (UPAs)
      exist (see Appendix IX), they must
      be used for accomplishing alterations
      provided for in the UPA, provided (1)
      individual orders citing Agency funds

are issued, (2) the lessor bills directly to the Agency, and (3) the Agency sends a copy of its procurement order to GSA for informational purposes. Prior to the effective date of this delegation, the Agency shall designate, in writing, individuals who will act as Contracting Officer's Representatives for the UPA.

- (ii) Where UPAs do not exist, or when existing UPAs expire or do not provide for the work required, the Agency may negotiate a UPA or individual contracts with the lessor(s) within limitations or restrictions imposed by federal or Agency procurement regulations.

  Any UPA proposed under this provision must be submitted to GSA for review and approval prior to award.
- (iii) Any contract for tenant alterations in the delegated building(s) must include in the contract documents the requirement that no changes will be made to the building(s) which will affect the the lessor's responsibilities under the terms of the lease(s).
- (b) All tenant alterations having an estimated value of \$50,000 or more, or which will result in a change in the classification of space, must have prior review and approval of GSA and are subject to the provisions of Paragraph 5.D.(4)(a), (b), and (c).
- (c) The Agency will be responsible for any claims from the lessor(s) that result from any alteration work directed by the Agency.
- (d) The Agency will be responsible for adhering to the 25 percent limitation of the Economy Act and maintaining records of applicable expenditures. GSA will furnish the Agency with the current Economy Act Limitation balance(s). The Agency will be responsible for waiving the 25 percent limitation of the Economy Act (where necessary) and preparing the required Certificate of Determination.

#### 6. <u>Disputes</u>:

Except as otherwise provided in this delegation, any dispute concerning a question of fact arising under this delegation which is not disposed of by agreement shall be decided by the appropriate GSA Regional Administrator, who shall state his/her decision in writing and provide a copy to the Agency. The decision of the Regional Administrator shall be final unless, within 30 calendar days from the date of receipt of such copy, the Agency provides the Regional Administrator with a written appeal addressed to the Administrator of General Services. The decision of the Administrator on such appeals shall be final. Pending final decision of dispute hereunder, the Agency shall proceed diligently with the performance of this delegation.

#### 7. Termination:

Any or all responsibilities delegated may be terminated by the Administrator of General Services, upon 120 days notice, if he/she determines such action to be in the best interest of the Government. The delegated Agency may request termination of any or all responsibilities delegated at any time. Such a request must be made a minimum of 120 days prior to the requested termination date. The Administrator will make a decision on the request and advise the Agency within 30 days. In the event of a recision of the delegation, in whole or in part, funding and staffing resources for the functions transferred from GSA will be transferred back to GSA proportionate to the withdrawal of delegated responsibilities.

#### 8. Evaluation:

Effectiveness of the building delegation program will be evaluated on a continuing basis. The evaluation will include review/analysis of cost reports, random on-site inspections, and meetings with agency officials. A formal evaluation will be conducted at least annually, using guidelines set forth in Appendix X. The annual evaluation will be presented to the Agency for comment prior to final issuance; the agency will be given at least 30 days to submit comments which will be incorporated into the final evaluation report. The Agency is encouraged to conduct an annual assessment of its buildings operations program and provide a copy to GSA for information.

fisc	cal year from the effective date unl	less terminated
BY:	ADMINISTRATOR OF GENERAL SERVICES	Date
		Date
	fisc	

TRANSFER OF RESOURCES:

DIRECTOR, OMB

Date

APPENDIX I (page of )

DELEGATED BUILDINGS

AGENCY/BUREAU

BLDG. NO.

BLDG. NAME

BLDG. ADDRESS

APPENDIX II FIGURE A (page 1 of 2)

## PROCEDURE FOR DETERMINATION OF INITIAL ANNUAL FUNDING TO BE TRANSFERRED

The level of funds to be transferred with the delegated building(s) for each full or partial transition year will be determined by GSA according to the formula below.

- 1. Determine the Annual Salary Rate (ASR) of the FTE positions to be transferred, escalated for anticipated salary increases. This determination is based on the subject field office's average salary rate, and on the average salary rates of regional wage grade positions, by craft.
- 2. Determine the benefits, at 10%, associated with the FTE in Step 1.
- 3. Sum the results of Steps 1 and 2.
- 4. Determine the actual cost of utilities and fuels from actual bills for the prior fiscal year, and escalate for estimated inflation through the transition period.
- 5. Determine the annual contract cost of all service contracts in effect, escalated for inflation through the transition period.
- 6. Sum the results of Steps 3 through 5.
- 7. Determine, by category (i.e. utilities, mechanical, custodial, and other), the recurring reimbursable operation and maintenance (O&M) costs for the last fiscal year from the GSA Recurring Work Authorization Report (FR100C), and escalate at the same rates as Steps 1, 4, and 5, through the transition period.
- 8. Deduct the result of Step 7 from the result of Step 6.
- 9. Determine 15% of the result of Step 3 to use as an estimate of supplies, materials, and equipment.
- 10. Sum the results of Steps 8 and 9, to determine the annual estimate of direct 0&M costs.
- 11. Determine 5% of the result of Step 10, for contingencies.

APPENDIX II FIGURE A (page 2 of 2 )

- 12. Sum the results of Steps 10 and 11.
- 13. Determine the annual average repairs and alterations direct recurring transfer amount based on the latest actual three-year average of direct recurring repairs and alterations accomplished in the delegated building(s). Escalate this average for estimated inflation through the transition
- 14. Sum the results of Steps 12 and 13, to determine the total amount of funds to be transferred for the transition period.

NOTE: Standard level services which will continue to be provided by GSA, but on a reimbursable basis, will not be reimbursable during the transition period.

APPENDIX II
FIGURE B
(page of )

### TOTAL LEVEL OF FUNDING TO BE TRANSFERRED

Building	Name:	
Building	Address:	
	City:	
	State:	
Building	No.:	

[Insert Funding Calculations Below]

APPENDIX III
FIGURE A
(page of )

## FTE TO BE TRANSFERRED

Building	Name:
Building	Address:
	City:
	State:
Building	No.:

Total FTE to be transferred:

							APPENI FIGURI (page		)
SHOP EQU	IPMENT,	TOOLS,	AND	CUPBOARD	STOCKS	TO B	E TRANSFI	ERRED	
Building	Name:								
Building	Address	:							
	City:								
	State:_								
Building	No.:								
								•	
QUANTITY			D:	ESCRIPTIO	N/ITEM			SERIAL	NUMBER

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APPENDIX IV FIGURE A (page of

COST ACCOUNTING STATEMENT QUARTER ENDING:\_\_\_\_

Building Name: Building Address: Building No .:

**FUNCTION** 

OC 11,12,13

CONTRACTS OC 25

SUPPLIES AND MATERIALS ALL OTHER OC 26 OC: all others

TOTAL QTR

TOTAL YTD OC: all OC: all 1 1

: :

Buildings Management

A10: Cleaning

A30: Utilities

A40: Mechanical O&M

A99: All Other Bldgs. Mgmt

SUBTOTAL

Protection

B10: Security protection

SUBTOTAL

Repair and Alteration

Recurring Repairs (\$10,000 to \$50,000)

Recurring Repairs (\$50,000 to \$100,000) N20:

N30: Recurring Repairs (\$100,000 to \$500,000) Sanitized Copy Approved for Release 2011/06/07: CIA-RDP88G01332R000100050036-7

APPENDIX IV FIGURE A (page of )

OC 11,12,13 CONTRACTS, MATERIALS ALL OTHER QTR YTD OC 26 OC:all others OC:all OC:all **FUNCTION** C. Repair and Alteration (Cont'd) N40: Recurring Repairs (Over \$500,000) N50: Recurring Tenant Alterations N60: Cyclic Painting SUBTOTAL D. Administration 900: Administrative Support SUBTOTAL TOTAL I certify that the statement above represents all the costs incurred under the Delegation of Authority to operate the subject building, and that the accounting is in conformance with the accounting principles established by the Comptroller General, OMB, and the Economy Act of 1932, as amended ("Anti-Deficiency Act"). Signed:\_\_ Title: Date:\_\_

APPENDIX IV FIGURE B (page 1 of 2)

## COST ACCOUNTING FUNCTION CODES

## Function Code

#### Title and Definition

#### A. Buildings Mangement:

Cost of labor, contracts, supplies and materials, and all other costs incurred in the operation and maintenance of buildings.

- Cleaning. Cost of all interior and exterior building cleaning, including incinerator operation, trash separation, associated with saleable wastepaper and other products, and removal from the building. This includes all labor, supplies and equipment, and contractual services.
- Utilities and Fuels. Cost of all utility services, and fuels to maintain proper environmental conditions including gas, water and sewage, electricity, steam, coal, oil, and chilled
- Mechanical Operations and Maintenance. Cost of labor, supervision, supplies, materials, and contractual services for:
  - 1. Electrical system operation and maintenance, including clocks, intercommunication systems, relamping, and cleaning light fixtures.
  - 2. Heating, air conditioning, and ventilating systems operations and maintenance, including boilers, refrigeration compressors, air handlers, etc.
  - 3. Plumbing and sewerage systems operation and maintenance, and central drinking water cooling systems.
  - 4. Elevator, escalator and dumbwaiter maintenance. NOTE: Cleaning of elevator cars and escalators will be charged to the A10 function; manual operations of elevators will be charged to the A99 function.
  - 5. Fire protection systems maintenance, such as fire alarm and sprinkler systems, fire extinguishers, etc. not performed by GSA on a reimbursable basis.
  - 6. Incidental repairs. Cost of labor, supervision, supplies, materials, and contractual services for all maintenance, repairs, replacements, modifications, and restorations whose estimated cost is less than \$10,000, not already included in the tour, watch, preventive maintenance, and service call programs.

-27-

APPENDIX IV FIGURE B (page 2 of 2)

A11 Other Buildings Management. Includes all other building operation and maintenance costs not applicable to the categories above.

#### B. Protection

Cost of labor, contracts, supplies and materials, and all other costs incurred in providing for the physical security of persons and property as well as those costs associated with security alarm system maintenance when not performed by GSA on a reimbursable basis.

Security protection. All costs incurred in providing protection to buildings through Government or contract personnel, and all operations and maintenance costs incurred in providing electrical and mechanical security alarm systems and devices when not performed by GSA on a

## C. Repair and Alteration

N10 Recurring Repairs (\$10,000 to \$50,000

N20 Recurring Repairs (\$50,000 to \$100,000)

N30 Recurring Repairs (\$100,000 to \$500,000)

N40 Recurring Repairs (Over \$500,000)

N50 Recurring Tenant Alterations

N60 Cyclic Painting

The definitions of the Repair and Alteration functions are covered in paragraph 5.B of this delegation.

## D. Administration

Administrative Support. Cost of all labor, contracts supplies and materials, and all other costs incurred in providing for the management administration of this delegation.

					APPENDI; FIGURE ( (page )	3
	QUA	ARTERLY REPOR Quarte	RT OF PERSO er Ending:_	NNEL RE	SOURCES (1)	
Building Building Building	A A A = = ==					
NAME	POSITION	TITLE, SERI	ES, GRADE	<u>ASR</u>	PERCENT OF Before Delegation	F TIME (2) After Delegation
I certify	that the	information				
the best o	of my kno	information wledge.	hroAlded ;	is compl	ete and accu	rate to

SIGNED:\_\_\_\_\_TITLE:\_\_\_\_

DATE:\_\_\_\_

<sup>(1)</sup> Personnel who expend 50 percent or more of their time during the quarter in support of building operations are to be identified on this report.

<sup>(2)</sup> Indicate the approximate percent of employees' time spent on building operational activities (1) before the delegation and, (2) during the current reporting period.

APPENDIX V FIGURE A (page of

Building Name:
Building Address:
Building No.:

All available architectural, structural, mechanical, and electrical drawings and/or schematics for the delegated building(s) and its operating systems will be listed here.

APPENDIX V
FIGURE B
(page of )

#### ESTIMATE OF REIMBURSABLE COSTS FOR MAINTENANCE AND RECURRING REPAIRS OF FIRE AND WATER FLOW ALARM SYSTEMS

Building Name: Building Address: Building No.:

Estimated

Annual Current Estimated Costs of Current Other Manhours Labor Rate Supplies and Materials Contract Costs Costs

APPENDIX VI FIGURE A (page of )

## INTERAGENCY UTILITIES RESPONSIBILITIES

1. The following delegated building(s) receives steam from a GSA central plant or another GSA-operated or -delegated facility:

Building Name:
Building Address:
Building No.:
Steam Rate (in \$) per 1,000 lbs:
[list additional buildings]

2. The following delegated building(s) supplies steam to another GSA-operated or -delegated facility:

Building Name:
Building Address:
Building No.:
Steam Rate (in \$) per 1,000 lbs:
[list additional buildings]

5. The following delegated building(s) receives childed water from a GSA central plant or another GSA-operated or -delegated facility:

Building Name:
Building Address:
Building No.:
[list additional buildings]

 The following delegated building(s) supplies chilled water to another GSA-operated or -delegated facility:\*

Building Name:
Building Address:
Building No.:
[list additional buildings]

The formula in Appendix VI, Figure B, will be used for determining ne chilled water costs.

APPENDIX VI FIGURE B (page of

#### FORMULA FOR DETERMINING CHILLED WATER COSTS

TOTAL BTU'S : 12,000 = TOTAL TONS

TOTAL TONS x 1.2\* x COST PER KWH\*\* - \$

<sup>\*</sup> This constant factor converts tons into KWH.

<sup>\*\*</sup>Important: Cost/KWH, including demand and fuel adjustment charges for each quarter, will be computed by the supplying agency by dividing the total electrical dollar cost during each quarter in question for the previous year by the total KWH (energy total) for the same time frame, and multiplying by an estimated inflation factor to be determined annually by GSA.

APPENDIX VI FIGURE C (page of )

#### BUILDINGS WITH A LOAD CURTAILMENT PLAN

Building No. Building Name Building Address City State Utility Co.

LOAD CURTAILMENT PLANS WILL BE PROVIDED SEPARATELY

APPENDIX VII FIGURE A (page 1 of 2)

# EXAMPLES OF AGENCY REPAIRS AND ALTERATIONS RESPONSIBILITIES UNDER THE DELEGATION (RECURRING REPAIRS)

- 1. Scheduled interior and exterior painting.
- Recurring caulking, cleaning, painting, and repair of exterior architectural building finish systems, including openings.
- 3. Corrective actions that must be undertaken to repair defective mechanical, plumbing, electrical, firesafety, and elevator/escalator system components and individual pieces of equipment. The replacement of a major piece of equipment such as a chiller, electrical substation, etc. is not considered recurring in nature.
- 4. Waterproofing, replacement, or repairs to roofing, plazas, parking decks, which do not require structural alterations. The complete replacement of a structural roof is not considered recurring in
- 5. Recurring cleaning, refinishing, repairs, and restorations to architectural metals.
- 6. Recurring repairs to exterior sitework including paving, bridges, approaches, striping, signage, drainage systems, fences, barriers, landscaping, lawn sprinklers, and loading docks.
- 7. Recurring repairs or replacement of interior architectural finish systems, such as repair of damaged finished walls, repair/replacement of damaged or deteriorated floor finishes such as carpet, floor tile,
- 8. Incidental, day-to-day tenant alterations, such as the relocation of partitions, electrical or telephone outlets, doors, etc., compatible with and not adversely affecting the building structure, mechanical, electrical, fire, and lifesafety systems. These alterations are of the type previously done reimbursably by GSA for the Agency.

APPENDIX VII FIGURE A (page 2 of 2)

EXAMPLES OF GSA REPAIRS AND ALTERATIONS RESPONSIBILITIES UNDER THE DELEGATION (NON-RECURRING REPAIRS)

Definition: Any improvement to a building structure, its grounds, equipment and/or one or more of its systems which:

- (a) Materially prolongs the useful life of the building by replacement, upgrading or installation of a new building system(s) and/or
- (b) significantly extends, enlarges, or enhances the building structure.

#### Examples:

- 1. Replacement of major equipment such as chiller, electrical substation.
- 2. Conversion of elevator from manual to automatic.
- 3. Airconditioning (central) a building that previously was not airconditioned.
- 4. Constructing an extension to existing building.
- 5. Replacement of building structural roof.

APPENDIX VII FIGURE B (page of )

#### FORESEEABLE NON-RECURRING REPAIRS

- . Building Name and Address:
- 2. Building No:
- 3. Project Title:
- 4. Description and Location of Work:
- 5. Total Estimated Cost:

APPENDIX VII FIGURE C (page of )

RECURRING REPAIRS OR TENANT ALTERATIONS UNDER CONSTRUCTION

Building Name: Building Address: Building No.:

Project Description

Current Status

Estimated Completion Date

Estimated Cost

APPENDIX VII FIGURE D (page of )

#### RECURRING REPAIRS IN DESIGN STATUS

Building Name: Fuilding Address: Building No.:

Project Current Estimated Description

Status

Completion Date

Estimated Design Cost

Estimated Construction Cost

<sup>\*</sup> INDICATES PROJECTS INCLUDED IN GSA APPROPRIATIONS WHICH WILL BE ... COMPLETED BY GSA

APPENDIX VII FIGURE E (page of )

SURVEYS AND STUDIES IN PROGRESS TO BE COMPLETED BY GSA

Building Name: Building Address: Building No.:

Project Describition

Current Status

Estimated Completion Date

APPENDIX VII FIGURE F (page of )

RECURRING REPAIRS IDENTIFIED AND TO BE TRANSFERRED TO THE AGENCY

Building Name:
Building Address:
Building No.:

Project

Estimated Cost

Remarks

APPENDIX VII FIGURE G (page of )

PROPERTIES EITHER ON, ELIGIBLE, OR POTENTIALLY ELIGIBLE FOR THE NATIONAL REGISTER OF HISTORIC PLACES AND HISTORIC DISTRICTS

Building No. Building Name Building Address City State Constructed

APPENDIX VIII FIGURE A (PAGE OF )

*::*-

SECURITY SYSTEMS INSTALLED IN THE DELEGATED BUILDING(S)

Duilding Name:
Building Address:
Building No.:

Type of System Location of Device(s) Location of Monitoring Station

COPIES OF ANY AVAILABLE SCHEMATICS, RECORDS, AND PREVENTIVE MAINTENANCE DOCUMENTS WILL BE PROVIDED SEPARATELY.

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A - Estingumbers not provided	8 - Provided but	C - Operated	D - Operated unathrictorii	SP. HOW MANY USEDI
			(Explain in nametive) IT (Complete if fire or smoke incident)	
60. DID FIRE DEPARTMENT I A - NO B - YES, Bublik C - YES, Bublik fire department D - YES, GSA fire department	RESPOND' (Enter appr c fire department that re tent that does not report	opriste code in boz)	61. FIRE DEPARTMENT	62. FIRE DEPARTMENT RESPONDED WITHIN MINUTES OF NOTIFI. CATION
			OUS (Complete on all incidents)	
AT TIME OF INCIDENT TH	HE BUILDING WAS (En	er appropriate code	64. AT TIME OF INCIDENT THE	BUILDING HAD A: (Enter appro-
A - Occupied by awake person B - Occupied by skeeping person C - Occupied by children er a	ons D · isons E ·	Not occupied Vacant	A - Guard/Watchman B - Fire brigade - nonparticipating C - Fire brigade - perticipating	ine F. A and C. F. None
is. Occupants were (Enter		······	64. WAS EVACUATION/RELOCA	
A - Evecusted 8 - Ret	located C - Both	D - Neither	•	plicable (If A J. explain in nerrative)
A - Delay in elerm transmitts B - Belay in fire department ( C - Fire department equipme D - Fire department proplem E - Facility sell protection or F - Belay in giving elerm to a G - Occusent interference or M - Building equipment break I - Extinguishing agents, wet d - Other or combinations, lie	response time int Breakdown hing deficiencies rpentration deficiencies eccupents confusion kdown ler, etc.	•	-	·
			RT (Complete If fire or smoke incident)	<u> </u>
a. MOSILE PROPERTY	YR. MAKE	MODEL SE	RIAL NO.	LICENSE NO (If any)
9. EQUIPMENT INVOLVED IN IGNITION	YR. MAKE	MODEL SE	RIAL NO.	VOLTAGE (If any)
	SECTION Y	II. MISTORY OF IN	CIDENT (Complete on all incidents)	
•				•
	SECTION XIII - COMM	ENTS (Complete on a	ll incidents) (Use additional sheets as I	
I. ACTION(S) TAKEN AND RI	ECOMMENDATIONS TO	O PREVENT RECUR	RENCE (BUILDING MANAGER)	•
2. COMMENTS (AREA MANA	GER, BRANCH CHIEF,	ETC.)	•	
		ì		
COMMENTS (CHIEF, REGIO	ON ACCIDENT AND FI	RE PREVENTION BE	ANCH)	
•				
	SECTION XIV	PREPARER OF THE	S REPORT (Complete on all incidents)	
L INVESTIGATOR'S SIGNATI	URE	:	78. TIVLE	76. DATE

APPENDIX VIII FIGURE D (PAGE OF )

REMEDIAL ACTIONS RESULTING FROM FIRE AND LIFE SAFETY INSPECTION REPORT

Building Name: Building Address: Building No.:

Remedial

Action Required Responsible Agency

Current Status Required/Estimated Completion Date

Estimated Cost

A COPY OF THE REFERENCED FIRE AND LIFE SAFETY INSPECTION REPORT WILL BE PROVIDED SEPARATELY

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)

#### CONTRACTS EXTANT IN THE DELEGATED BUILDING

Building Name: Building Address: Building No.:

GSA Contracting Current Contractor Officer Type of Dates of Name and Annual Effective Name Expiration Renewal Contract Contract No. Contract Address Address Date Date Option(s) Cost Telephone

A FACT SHEET ON UNRESOLVED CONTRACT DISPUTES OR APPEALS WILL BE PROVIDED SEPARATELY, IF APPLICABLE.

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APPENDIX X (PAGE OF )

# OTHER ASSIGNMENTS IN THE DELEGATED BUILDINGS

Building Name: Building Address: Building No.:

Tenant

Location(s)

Occupiable Sq. Footage

COPIES OF OUTLEASES WILL BE PROVIDED SEPARATELY

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# BUILDING DELEGATION EVALUATION GUIDELINES OPERATIONS AND MAINTENANCE

1.	PEI	RFORMANCE GOALS	Delegation Reference
	λ.	The building, equipment and systems are operated and maintained in a manner that will provide for the orderly operations of the Government and ensure preservation of the Government's assets.	5.B.(1),(2)
	В.	An approved preventive maintenance program has been established for all building systems and operating equipment.	5.B.(2)
	c.	Preventive maintenance is being accomplished in accordance with the approved program.	W
	D.	Appropriate documentation of the building operations and maintenance program is maintained.	4.E.(2)
	E.	Provisions of the Federal Property Management Regulations and Executive Orders are being complied with, as applicable.	2.A.
II.	PRO	GRAM DOCUMENTATION	
	A.	Inventory of all building components, equipment, and systems.	5.B.(2)
	В.	Copy of approved preventive maintenance program.	•
		Building operating plan reflecting operating procedures, hours of operation, contingency plans, and the like.	•

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D. Individual tour and/or watch operator

APPENDIX XI Pg. 2 of 21 Delegation Reference E. Record of preventive maintenance 5.B.(2) scheduled and accomplished, including certification, on individual building components, equipment, and systems. Description of equipment including manufacturers' specifications, data, and the like. Description of repairs or replacement to building components, equipment, or systems. Inspection certificates and test results for boilers, unfired pressure vessels, and elevators. I. Service call records. Water sample analysis reports for refrigeration equipment and boilers. Copy of all current maintenance contracts, including all amendments, as applicable. Record of unusual incidents, occurrences, or requirements affecting the operation of the building. III. EVALUATION GUIDELINES Agency has submitted proposed PM program 5.B.(2) to GSA for approval within 120 days after delegation. When applicable, Agency has established 5.A.(1)(2), and implemented a plan to manage and and (6) administer the contract(s) to ensure adherence to specifications, and that specified services are provided. An inspection program has been 5.B.(2)

accomplished in accordance with the
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established, implemented, and documented to ensure that PM is

		APPENDIX XI Pg. 3 of 21
		Delegation Reference
D.	Agency is operating all equipment in accordance with energy conservation guidelines contained in FPMR 101.20.16.	5.B.(1)
E.	A service call procedure has been established and implemented to ensure timely response and corrective action to occupant complaints.	5.B.(2)
F.	Condition of building components, equipment, and systems reflects proper maintenance, repair, and operation.	•
G.	The Agency is providing full service and support to other GSA-assigned occupants of the building.	5.H.(5)
H.	Occupants are satisfied with building operating service.	2.A

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#### BUILDING DELEGATION EVALUATION GUIDELINES ENERGY MANAGEMENT

ı.	PER	REFORMANCE GOALS	Delegation Reference
	Α.	Building equipment and systems are operated in an energy efficient manner.	5.B.(1)
	В.	A building energy management and conservation program has been developed and implemented.	5.C.1
	C.	Appropriate documentation of the energy management and conservation program has been developed and implemented.	4.E.(2)
	D.	Provisions of the Federal Property Management Regulations and Executive Orders are being complied with, as applicable.	2.A.
II.	PRO	GRAM DOCUMENTATION	
	A.	An energy management and conservation plan has been developed to attain the goals of FPMRs, Executive Order 12003, and the National Energy Conservation Policy Act.	2.A.
	В.	All utility and fuel bills including natural gas, coal, steam, chilled water, oil, electricity, water and sewage.	.5.C.(2)
	c.	Utility meter readings, including chilled water, on a monthly basis.	5.C.(2) and (4)
	D.	Electric utility: load plots, if available.	5.C.(1)
	E.	Steam usage recording plots, if applicable and available.	•
	_	Mincheles look sustailment slow	5 0 (3)

F. Electrical load curtailment plans, 5.C. (7)
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III. EVA	LUATION GUIDELINE	Delegation Reference
A.	Agency is forwarding copies of all utility bills to GSA in a timely manner.	5.C.(2)
В.	The implemented building energy management and conservation program adheres to energy conservation	5.C.(1)
	provisions; energy efficient lighting practices; and energy efficient heating, ventilation and air conditioning operations contained in FPMRs, Executive Order 12003, and the National Energy Conservation Policy Act, as applicable.	•
c.	A procedure for analyzing energy consumption data has been established and implemented to identify energy conservation opportunities.	я .
D.	Actions have been initiated to take advantage of identified energy conservation opportunities	*
E.	Low- and no-cost energy conservation procedures and techniques are practiced.	•
F	Where the Agency is supplying chilled water to another building, the Agency has furnished and installed a BTU meter and computed quarterly costs according to Appendix VI, Figure B.	5.C.(3)
G.	Where applicable, the receiving agency has forwarded monthly utility meter readings for chilled water or steam to the supplying agency in a timely manner.	5.C.(4)
н.	The Agency has taken actions to implement the load curtailment plan when notified by the utility company.	5.C.(7)

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#### BUILDING DELEGATION EVALUATION GUIDELINES CLEANING

ı.	PER	REFORMANCE GOALS	Delegation <u>Reference</u>
	A.	The building and grounds are cleaned and maintained so as to provide a healthful and attractive environment.	2.A
	в.	A cleaning and grounds maintenance program has been established to ensure scheduled services are provided.	5.A
	c.	Appropriate documentation of the cleaning and grounds maintenance program is maintained.	4.E.(2)
II.	PRO	GRAM DOCUMENTATION	-
	A.	Copy of cleaning and grounds maintenance program, including work schedules.	5.A.
	В.	Inspection reports for cleaning and grounds maintenance.	Ħ
	<b>c.</b>	Records of supplies and materials, and inventory of equipment for items used in the cleaning and grounds maintenance program.	•
	D.	Copies of all cleaning and grounds maintenance and trash contracts, including all amendments, as applicable.	5.A;5.G. (1),(2) and (6).
	_		

E. Service call records.

		APPENDIX XI Pg. 7 of 21
III. E	VALUATION	Delegation Reference
A	. The cleaning and grounds maintenance program has been implemented.	5.A
В	An inspection program has been established, implemented, and documented.	*
C	<ul> <li>Condition of the building reflects proper cleaning and grounds maintenance.</li> </ul>	•
D	. When applicable, the Agency has established and implemented a plan to manage and administer the contract(s) to ensure adherence to specifications and that specified services are provided.	5.A(1),(2) and (6)
E	<ul> <li>A service all procedure has been established and implemented to ensure a timely response to occupant complaints.</li> </ul>	n -
F	The Agency is provided full service and support to other GSA-assigned occupants of the building.	5.H.(5)
G	. Occupants are satisfied with building cleaning and grounds maintenance services.	2.A.

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#### BUILDING DELEGATION EVALUATION GUIDELINES PROTECTION

ı.	PER	FORMANCE GOALS	Delegation Reference
	A.	To provide for the safety, health, and protection of life and property, including personal property in the building and on the grounds.	5.E.(2),(3)
	В.	A safety, health and protection program has been established and implemented to ensure the protection of life and property from fire, criminal activity and environmental hazards.	6.E.(6)
	C.	Appropriate documentation of the fire safety health and protection program is maintained.	4.E.(2)
	D.	Provisions of the Federal Property Management Regulations and Executive Orders are being complied with, as applicable.	2.A
II.	PRO	GRAM DOCUMENTATION	
	A.	A current and complete Occupant Emergency Plan exists for the building.	4.E.(2)
	в.	Offense/Incident Reports, GSA Forms 3155.	5.E.(5)
	c.	Inventory of security systems.	5.E.(2)
	D.	Copy of latest Report for Facility Safety, Health, of Fire Protection Survey, GSA Form T-849.	5.E.(7)
	E.	Records of fire, health, and life safety inspections and/or reports, and actions taken on existing and/or potential hazardous conditions.	2.A.,5.E.(7)
•	F.	Inspection records of guard contract performance, if applicable.	5.E. (3)
	_	<b>— 1</b> 4 - <b>1 1 1 1 1 1 1 1 1 1</b>	

**G.** Suitability and certification records
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III.	EVA	LUATION GUIDELINES	Delegation Reference
	A.	When applicable, the Agency has established and implemented a plan to manage and administer guarding, security and/or fire safety systems and contracts to ensure adherence to specifications, and that specified services are provided.	2.A
	В.	Completed copies of Offense/Incident Reports (GSA Forms 3155) and Fire Incident Reports (GSA Form 53) have been forwarded to GSA in a timely manner.	5.E.(5)
	c.	Current GSA Rules and Regulations are posted in a conspicuous place(s) within building.	2.A
	D.	Timely and complete action has been taken to identify and correct fire, health, and life-safety deficiencies which are the responsibility of the Agency and to notify GSA of those for which GSA is responsible.	5.E.
•	E.	Periodic fire- and/or life-safety evacuation drills are conducted.	5.E.(6)
	F.	Building protection, health, and safety requirements are provided in accordance with pertinent FPMR and GSA fire and safety criteria.	5.E.(6)
•		Occupants are satisfied with building safety and security services.	2.A.

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# BUILDING DELEGATION EVALUATION GUIDELINES REPAIRS AND ALTERATIONS

ı.	PER	REFORMANCE GOALS	Delegation Reference
	Α.	The building and its components are maintained in a state of repair that will ensure uninterrupted operations and protect the Government's assets.	5.D.(2)
	В.	A repair program has been established to ensure the continuing operational integrity of the building, its equipment and systems, and the protection of the Government's assets.	•
	c.	Alterations are accomplished in accordance with accepted construction practices and in keeping with the engineering and architectural features of the building, including historic preservation requirements, where applicable.	5.D.(10), (11)
	D.	Appropriate documentation of repairs and alterations is maintained.	4.E.(2), 5.D.(3)
	E.	Provisions of the Federal Property Management Regulations and Executive Orders are being complied with, as applicable.	2.A
II.	PRO	GRAM DOCUMENTATION	
	A.	Project records of all completed recurring repairs and tenant alterations costing \$10,000 or more which identify the description and location of work, fiscal year of implementation, and actual total cost of each project.	5.D.(3)
	В.	Records of scheduled and accomplished cyclical painting.	5.D.(1),(2)

			APPENDIX XI Pg. 11 of 21
			Delegation Reference
	c.	Copies of requests for GSA review and approval of recurring repairs and tenant alterations estimated to cost \$50,000 or more or resulting in a change in the classification of space, with supporting data and GSA response.	5.D.(4)
	D.	As-built drawings of approved projects costing \$50,000 or more or resulting in a change in the classification of space.	* 5.D.(4)(c)
	E.	Copies of requests for GSA accomplishment of non-recurring repairs, in the required format.	5.D.(5)
	F.	Copies of correspondence with GSA, the state historic preservation office, and the Advisory Council on Historic Preservation regarding review and approval of repair, maintenance, alteration, and restoration work, where applicable.	5.D.(10)_
III.	EVA	LUATION GUIDELINES	
	A.	All necessary recurring repairs are being accomplished or have been programed for accomplishment.	5.D.(2)
	В.	Required cyclical painting is being accomplished and records of areas painted are kept current.	5.D.(1),(2)
	c.	Requests for project review and approval, where required, were submitted in a timely manner and no work was begun without GSA approval.	5.D.(4)(a), (b)
	•	Foreseeable non-recurring repairs are reported to GSA in a timely manner as they are identified, and a prioritized listing of required non-recurring repairs was submitted 18 months prior to the fiscal year in which the work	5.D.(5)
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		Delegation Reference
E.	Requests for project review and approval and reports of foreseeable non-recurring repairs were accompanied by required supporting data adequately describing the scope of each project and verifying whether the project was recurring or non-recurring.	5.D.(4)(a), (b)
F.	If requested, the Agency provided information necessary for the preparation of a prospectus for the delegated building.	5.D.(6)
G.	All recurring repairs and tenant alterations accomplished by the Agency conform to FPMR and GSA firesafety, health, lifesafety, and handicapped accessibility provisions and, as applicable, historic preservation requirements.	5.D.(10), (11)
н.	All Agency tenant alterations maintain the existing building character and use, and match the existing in quality, finish, style, and workmanship.	
I.	The Agency is providing full service and support to other GSA-assigned occupants of the building.	5.H.(5)
J.	Occupants are satisfied with the overall state of repair of the building.	2.A.

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### BUILDING DELEGATION EVALUATION GUIDELINES RESOURCE MANAGEMENT

ı.	PER	FORMANCE GOALS	Delegation Reference
	A.	To operate, maintain and repair the building in a cost efficient manner.	2.A.
	В.	To establish and maintain an accrual cost accounting system which is accurate, timely, and provides required cost data to monitor all expenditures by object all expenditures by object class and function.	4.C.
	c.	To provide and maintain all required financial and personnel records and reports.	4.E.(2)
II.	PRO	GRAM DOCUMENTATION	
	A.	Copies of all quarterly accounting and personnel staffing statements transmitted to GSA, in the required formats.	4.C.,D.
	В.	Copies of all source documents relevant to the accounting and staffing data.	•
	c.	Documentation of the annual authorized personnel and funding levels.	4.E.(2)
	<b>D.</b>	Copies of all functional statements for each organization associatted with the operation of the delegated building.	4.E.(2)
	E.	Copies of organizational charts with a list and description of the positions and grades.	

			APPENDIX XI Pg. 14 of 21
III.	EV.	LUATION GUIDELINES	Delegation Reference
	Α.	Certified financial reports accurately display all costs by labor, supplies/materials, and contracts for each functional area (i.e., repairs, alterations, cleaning, mechanical, utilities, protection, administrative support, and the like).	4.C.
	В.	A specific accounting classification has been established to record all costs related solely to the operation of the building.	4.0.
	c.	The Agency's operating costs and repairs and alterations costs, by total and by functional area, are comparable to those of GSA and/or characteristics.	2.A.
	D.	The Agency is performing periodic cost analyses, including year-end projections, and taking appropriate actions based upon the results of the analyses.	•
	E.	Financial records are maintained and retired in accordance with NARA or the Comptroller General regulations, as appropriate.	4.E.(2)
	F.	Agency's current staffing is consistent with established staffing plans and is adequate to perform the functions associated with the operation of the building.	4.D.
•	G.	The accounting and reporting systems contain adequate data to enable the Agency to monitor resources and to operate the building effectively.	2. A.

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### BUILDING DELEGATION EVALUATION GUIDELINES CONTRACT MANAGEMENT

ı.	PER	PORMANCE GOALS	Delegation Reference
	A.	Contracts are procured under formally advertised procedures to the maximum extent practicable.	5.G.
	В.	All contracting activities are accomplished in accordance with applicable Federal Procurement Regulations (FPRs), Federal Acquisition Regulations (FARs), General Service Procurement Regulations (GSPRs), General Services Acquisition Regulations (GSARs), and/or agency procurement regulations, as appropriate.	5.G.(8)
	c.	A fair portion of acquisitions, as approved by the Small Business Administration, are set-aside under Section 8(a) of the Small Business Act for small disadvantaged minority concerns.	5.G
	D.	A contract administration program has been developed and implemented.	5.G.(1), (2),(6)
	<b>E.</b>	Appropriate documentation of all contracting activities is maintained.	4.E.(2)
II.	PRO	GRAM DOCUMENTATION	
		documentation relevant to the pre-award phase, post award phase and contract administration phase. Such documentation shall include, but shall not be limited to, acquisition plans. Department of Labor Wage Determinations, source lists, synopsis of solicitations, justifications for negotiations, determinations of responsive-	4.E.(2), 5.G.(8)
:		ness and responsibility, cost and/or pricing analyses, contract award documents, contract modifications, and contract	2026 7

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		Delegation Reference
3	<ol> <li>Procurement assignment logs, and library of applicable procurement regulations.</li> </ol>	5.G.(8)
III. J	WALUATION GUIDELINES	
2	Procurement requests and in-house commercial industrial type activities are reviewed to ensure compliance with OMB Circular A-76.	5.G.
В	<ul> <li>Mailing/source lists have been established for various supplies/ services.</li> </ul>	5.G.(8)
С	<ul> <li>Solicitations are properly advertised in the Commerce Business Daily, where required.</li> </ul>	5.G.(8) -
	Where the negotiated method of procurement is utilized, in lieu of the formally advertised method, there is appropriate justification (Determination and Findings for its implementation in accordance with applicable procurement regulations).	5.G.(8)
E.	In negotiated procurements, where applicable, in accordance with procurement regulations, the following items are also included in the contract file:	5.G.(8)
	a) Cost Analysis of Proposal b) Price Negotiation Memorandum c) Certificate of Current Cost and Pricing Data	•

		APPENDIX XI Page 17 of 2
		Delegation Reference
F.	All required clauses and provisions, in accordance with the applicable procurement regulations, are contained in the solicitation.	5.G.(8)
G.	Prior to contract award, a determination of bidder/offeror responsibility has been made.	5.G.(8)
н.	Prior to contract award, a price analysis has been performed to determine price reasonableness.	5.G.(8)
I.	Proper monitoring of the Small Business Administration's compliance with procurement regulations in relation to the issuance of Certificates of Competency, and the selection and processing of 8(a) set-aside procurements.	5.G.(8)
J.	Proper processing of adjustments to contract prices resulting from the exercise of economic price adjustment clauses contained in the contracts for multi-year and option type procurements.	5.G.(8)
K.	Proper monitoring in accordance with procurement regulations of the contractors' compliance with socio-economic requirements (i.e., subcontrating plans, labor surplus area requirements, etc.).	5.G.(8)
L.	Reporting requirements as required contract are submitted in an accurate, complete, and timely manner.	5.G.(8)
M.	Responsibilities delegated to the Agency to act as the Contracting Officer's Representative for contracts awarded by GSA are	5.G.(1), (2),(5)
	being satisfactorily accomplished	

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being satisfactorily accomplished
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N. Actions are being taken with regard to contractor non-performance in accordance with the terms and conditions of the contract (i.e., monetary deductions from payments due the contractor, execution of "cure" or "show cause" letters, etc.)

5.G.(8)

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## BUILDING DELEGATION EVALUATION GUIDELINES SPACE ASSIGNMENT AND UTILIZATION

ı.	PER	FORMANCE GOALS	Delegation <u>Reference</u>
	Α.	A space assignment and utilization program has been established to ensure the effective management of space.	5.Н.
	В.	Appropriate documentation of space assignment and utilization is maintained.	4.E.(2)
	c.	Provisions of the Federal Property Management Regulations and Executive Orders are being complied with, as appropriate.	2.A.
II.	PRO	GRAM DOCUMENTATION	
	λ.	Copy of current assignment plans showing block assignments and space classification for each Agency component having separate agency/bureau code for SLUC purposes.	5.H.(1)
	в.	Copies of all correspondence to GSA (including assignment drawings) regarding changes which would affect SLUC billing.	5.H.(3)
III.	EVA	LUATION GUIDELINES	
	<b>A.</b>	Space utilization inspection program has been established, implemented, and documented to ensure that space is properly utilized and that reductions in space assignments are accomplished in accordance with Agency space reduction plan.	5.H.(1)
	<b>B</b>	Notification and/or approval	5.H.(3)

R. Notification and/or approval 5.H.(3)
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# BUILDING DELEGATION EVALUATION GUIDELINES LEASE MANAGEMENT (LEASED BUILDINGS ONLY)

ı.	PER	FORMANCE GOALS	Delegation Reference
	Α.	A lease management program has been to ensure the provision of services required in the lease.	5.1.
	в.	Appropriate documentation of the lease management program is maintained.	4.E.(2)
	c.	Provisions of the Federal Property Management Regulations and Executive Orders are being complied with, as applicable.	2.A.
II.	PRO	GRAM DOCUMENTATION	
	A.	Copy of the current lease, including all amendments.	5.H.(1)
	в.	Copy of current, approved unit price agreement, if applicable.	5.I.6.(a) (i)
	c.	Copies of outleases, if applicable.	5.H.(5)
	D.	Reports of inspections conducted to ensure compliance with lease performance standards concerning heating, ventilation, air conditioning, lighting, elevators, maintenance, security, janitorial services, and the like.	5.I.(i)
	E.	Record of all complaints and their resolution relative to lessor's compliance with lease terms.	5.1.(1)
	F.	Copies of all Agency correspondence with the lessor or his representatives.	5.1.(1)
	G.	Copies of all correspondence with GSA concerning administration of the lease.	5.1.(3)
	! H.	Economy Act records are current and complete.	5. I.G. (d)

APP	ENDI	X	X	I	
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III. EVA	ALUATION CRITERIA	Delegation <u>Reference</u>	
Α.	Agency is aware of responsibilites and limitations regarding lease management and has taken no leasing actions which are not authorized by the delegation (i.e., out leasing, redelegation of lease management, rental payments, rental deductions, modification to lease agreement, new lease agreements, and the like).	5.H.(4), 5.I.(4),(5)	
В.	Agency has established and implemented a plan to manage and administer the lease to ensure adherence to specifications and to ensure that specified services are provided.	5.H. (I)	
с.	Persistent deficiences in lessor have been reported to GSA with supporting documentation.	5.H.(3)	
D.	The Agency is providing full service and support to other GSA-assigned occupants of the building.	5.H.(5) -	
E.	Occupants are satisfied with the building condition and with services provided by the lessor.	2.A.	
F.	All alterations accomplished in accordance with Economy Act requirements.	5.I.G.(d)	